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COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101 ceo.lacounty.gov

ACTING CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

November 18, 2025

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**EIGHT-YEAR LEASE AMENDMENT
DEPARTMENT OF MENTAL HEALTH
12440 IMPERIAL HIGHWAY, NORWALK, CA
(4TH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed eight-year lease amendment to renew an existing lease to provide the Department of Mental Health (DMH) continued use of 3,459 square feet of office space and 22 on-site parking spaces.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease amendment is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Acting Chief Executive Officer, or his designee, to execute the proposed lease amendment with Sonnenblick Del Rio Norwalk LLC, a Delaware limited liability company (Landlord), for approximately 3,459 square feet of office space and 22 on-site parking spaces located at 12440 Imperial Highway, Suite 770, Norwalk, (Premises) to be occupied by DMH. This proposes a lease amendment for a term of eight years. The estimated maximum first year base rental cost is \$82,000. The estimated total proposed lease amendment cost, including parking and utilities, is \$836,000 over the eight-year term. The rental costs will be funded by State and Federal funds with the current subvention rate of 100 percent, that is already included in DMH's existing budget. The subvention rate may be subject to change in future years, and the net County cost (NCC) variance will be absorbed by DMH. DMH will not be requesting additional NCC for this action.

3. Authorize and direct the Acting Chief Executive Officer, or his designee, to execute any other ancillary documentation necessary to effectuate the proposed lease amendment, and to take actions necessary and appropriate to implement the proposed lease amendment, including, without limitation, exercising any early termination rights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DMH has occupied the Premises since 2023 to house the Community Assistance Recovery and Empowerment (CARE) program, and the current lease term is set to expire on November 30, 2025. The CARE program is a result of legislative mandate, State Bill 1339, and provides comprehensive and coordinated services to the most vulnerable Los Angeles County (County) residents to improve care to high-risk, high-need, high-utilizers of multiple public systems, to enhance the delivery of comprehensive interventions. The CARE program provides those with chronic mental illness in the schizophrenia spectrum with an opportunity to voluntarily access a treatment program with court oversight, which provides personnel to attend court hearings and provide field based mental health services. DMH initially needed a temporary location as the State was going to open its CARE court program at another courthouse. The State canceled its CARE court program, so a longer term is needed at this location, where DMH can continue its CARE program at the Norwalk Courthouse.

The Premises house approximately 34 staff using 30 workstations. While DMH has implemented telework where possible, on-site coverage is necessary to provide direct services to those in need. The Premises are within close proximity to the Norwalk Courthouse, that will enable DMH staff to provide services for incarcerated persons with chronic mental illness. The site is easily accessible and adequately served by public transportation routes, including the Norwalk Metrolink station.

The proposed lease amendment will enable DMH to remain and serve County, avoid relocation costs, and interruption of services.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 1 – “Make Investments That Transform Lives” provides that LA County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time.

The proposed lease amendment is also consistent with the Strategic Asset Management Goal-Strengthen connection between service priorities and asset decisions, and Key Objective No. 5 – Fund Highest Priority Needs.

The proposed lease amendment supports the above goals and objective by providing DMH office space located in the appropriate service area.

The proposed lease amendment conforms with the Asset Management Principles outlined in Enclosure A.

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$82,000. The aggregate cost associated with the proposed lease amendment over the entire term, including parking and utilities, is \$836,000, as shown in Enclosure B-1. The proposed lease amendment costs will be funded by State and Federal funds, with the current subvention rate of 100 percent that is already included in DMH's existing budget. The subvention rate may be subject to change in future years, and the NCC variance will be absorbed by DMH. DMH will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease amendment term is included in the Fiscal Year (FY) 2025-26 Rent Expense budget and will be billed back to DMH. DMH has sufficient funding in its FY 2025-26 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease amendment will be addressed through the annual budget process for DMH.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, the proposed lease amendment also contains the following provisions:

- Upon commencement of the proposed lease amendment, the annual rental rate will decrease from \$23.84 per square foot, per year, to \$23.64 per square foot, per year. Base rent is subject to fixed annual increases at 3 percent.
- The Landlord, at its sole cost and expense, shall complete certain minor improvements to the Premises. Additionally, upon the County's request, the Landlord will paint and install new carpet within the entire Premises after the 60th month of occupancy.
- The Landlord is responsible for the operating and maintenance cost of the building, and the County is responsible for utilities. The County has no responsibility for any operating and maintenance costs.
- The Landlord will provide a total of 22 parking spaces, of which 14 parking spaces have a monthly parking rate of \$20 per space per month and an additional eight supplemental parking spaces have a monthly parking rate of \$40 per space per month.
- A comparison of the existing lease and the proposed lease amendment terms is shown in Enclosure B-2.
- The proposed lease amendment is for an eight-year term with no options to renew.
- The County has the right to terminate the proposed lease amendment early any time after the 60th month with 120 days' prior written notice.
- Holdover at the proposed lease amendment expiration is permitted on the same lease terms and conditions, except the monthly base rent during the first six months of the holdover period will remain the same as the last monthly base rent payable under the proposed lease amendment. If the County

remains in holdover after the initial six-month period, the monthly base rent shall increase by 25 percent of the base rent. The Landlord agrees to credit the County for all holdover fees paid to the Landlord during the holdover period if the County renews the proposed lease.

- The proposed lease amendment will be effective upon approval by the Board and full execution of the proposed lease amendment, but the term and new rent will commence December 1, 2025, following the expiration of the existing lease on November 30, 2025.

The Chief Executive Office conducted a market search of available office space for lease, but was unable to identify any sites that could accommodate this requirement more economically.

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$21.60 and \$30.00 per square foot, per year. The base annual rental rate of \$23.64 per square foot, per year, for the proposed lease amendment represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working office space is not suitable for this requirement due to the nature of services provided by DMH at this location.

Enclosure C shows County-owned or leased facilities within the surveyed area, and there are no suitable County-owned or leased facilities available for this space requirement.

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of Norwalk has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease amendment and approved it as to form. The proposed lease amendment is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease amendment will continue to provide a suitable location for DMH, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease amendment, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to

scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation in accordance with section 21152 (a) of the California Public Resources Code and will be posted to the County's website, pursuant to section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease amendment will adequately provide the necessary office space and parking for this County requirement. DMH concurs with the proposed lease amendment and recommendations.

Respectfully submitted,



Joseph M. Nicchitta

Acting Chief Executive Officer

JMN:JG:JTC

JLC:HD:ANR:OM:ns

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Mental Health

**DEPARTMENT OF MENTAL HEALTH
12440 IMPERIAL HIGHWAY, NORWALK**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A	
	A	Does lease consolidate administrative functions? ²		X		
	B	Does lease co-locate with other functions to better serve clients? ²			X	
	C	Does this lease centralize business support functions? ²	X			
	D	Does this lease meet the guideline of 200 sq. ft of space per person? Based on 34 staff, the sq ft per person is 102.		X		
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² 22 spaces parking spaces provides a ratio of 6.37/1000.		X		
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X			
2.	<u>Capital</u>					
	A.	Is it a substantial net County cost (NCC) program?		X		
	B	Is this a long-term County program?	X			
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X		
	D	If no, are there any suitable County-owned facilities available?		X		
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X	
	F	Is Building Description Report attached as Enclosure C?	X			
	G	Was build-to-suit or capital project considered? ²			X	
3.	<u>Portfolio Management</u>					
	A	Did department use CEO Space Request Evaluation (SRE)?	X			
	B	Was the space need justified?	X			
	C	If a renewal lease, was co-location with other County departments considered?			X	
	D	Why was this program not co-located with other County departments?				
		1. ____ The program clientele requires a "stand alone" facility.				
		2. ____ No suitable County occupied properties in project area.				
		3. ____ No County-owned facilities available for the project.				
		4. ____ Could not get City clearance or approval.				
		5. ____ The Program is being co-located.				
	E	Is lease a full-service lease? ² County is responsible for utilities.		X		
	F	Has growth projection been considered in space request?	X			
	G	¹ Has the Dept. of Public Works completed seismic review/approval?	X			
¹ As adopted by the Board of Supervisors 11/17/98						
² If not, why not?						

ENCLOSURE B-1

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS									
12440 Imperial Highway, Suite 770, Norwalk									
Department of Mental Health									
Basic Lease Assumptions									
Leased Area (sq. ft.)	3,459								
No. Parking Spaces	14								
No. Supplemental Parking Spaces	8								
	Monthly	Annual							
Rent (per sq. ft.)	\$1.97	\$23.64							
Term	96	8							
Parking cost per space per month	\$20.00	\$240.00							
Supplemental Parking cost per space per month	\$40.00	\$480.00							
Annual Rent Adjustment	3%								
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	Total 8 Year Rental
Annual Base Rental Costs	\$82,000	\$85,000	\$88,000	\$91,000	\$94,000	\$97,000	\$100,000	\$103,000	\$740,000
Parking Costs ⁽¹⁾	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$64,000
Utilities ⁽²⁾	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$32,000
Total Paid to Landlord	\$94,000	\$97,000	\$100,000	\$103,000	\$106,000	\$109,000	\$112,000	\$115,000	\$836,000
Footnotes									
⁽¹⁾ Includes both parking and supplemental parking expenses.									
⁽²⁾ Estimate is based on actual usage for July 1, 2025 through June 30, 2025 and subject to change.									
*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.									

COMPARISON OF THE PROPOSED LEASE AMENDMENT TO EXISTING LEASE*

	Existing Lease: 12440 Imperial Highway, Norwalk, CA	Proposed Lease Amendment: 12440 Imperial Highway Norwalk, CA	Change
Area (Square Feet)	3,459	3,459	No change
Term (years)	2 years	8 years	+6 years
Annual Base Rent	\$83,000	\$82,000	-\$1,000
Number of Parking Spaces	14	22	+8
Annual Parking Cost	\$3,400*	\$8,000	+\$4,600
Rental rate adjustment	Annual three (3) percent escalations	Annual three (3) percent escalations	No change

*All numbers are rounded up.

**DEPARTMENT OF MENTAL HEALTH
SPACE SEARCH – 3 MILE RADIUS
12440 IMPERIAL HIGHWAY, NORWALK 90650**

LACO	Name	Address	Ownership	Gross Sq Ft	Vacant
Y534	Star Center - Academy Building D	11515 S Colima Rd Whittier 90604	Financed	16,551	No
A566	Sheriff - So Cal High Tech Task Force	9900 Norwalk Blvd Santa Fe Springs 90670	Leased	22,880	No
A176	Health Services - Ems	10100 Pioneer Blvd Santa Fe Springs 90670	Leased	41,720	No
A066	PW - Inc City Office (Artesia)	18747 S Clarkdale Ave Artesia 90701	Gratis Use	14,810	No
D221	DPSS - Norwalk WS District Office	12727 Norwalk Blvd Norwalk 90650	Leased	40,500	No
6335	Probation - Rio Hondo Area Office	8240 S Broadway Ave Whittier 90606	Owned	19,997	No
A358	DPSS - Information Technology Division (ITD)	14714 Carmenita Rd Norwalk 90650	Leased	44,250	No
A355	DCFS - Santa Fe Springs (SPA 7)	10355 Slusher Dr Santa Fe Springs 90670	Leased	65,568	No
Y533	Star Center - Academy Building C	11515 S Colima Rd Whittier 90604	Financed	15,578	No
Y535	Star Center - Academy Building E	11515 S Colima Rd Whittier 90604	Financed	19,984	No

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Proposed Lease Amendment for the Department of Mental Health – 12440 Imperial Highway, Norwalk – 4th District.

A. Establish Service Function Category – CARE Program

B. Determination of the Service Area – Service Area 4 near Norwalk Courthouse due to concentration of clients and service area coverage

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: N/A
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., local bus routes and the Norwalk Metrolink Station.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet DMH's needs.
- Compatibility with local land use plans: The City of Norwalk has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$836,000.

D. Analyze results and identify location alternatives

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$21.60 and \$30.00 per square foot, per year. The base annual rental rate of \$23.64 per square foot, per year for the proposed lease amendment represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria

The proposed lease will provide adequate and efficient office space for 34 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

AMENDMENT NO. 1 TO LEASE NO. 300086
DEPARTMENT OF MENTAL HEALTH
12440 IMPERIAL HIGHWAY, SUITE 770, NORWALK

THIS AMENDMENT NO. 1 TO LEASE NO. 300086 (this "Amendment No. 1") is made and entered into as of _____, 2025 (the "Effective Date"), by and between SONNENBLICK DEL RIO NORWALK LLC, a Delaware limited liability company, ("Landlord") and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant").

RECITALS

A. WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated November 14, 2013 (the "Lease").

B. WHEREAS, Lease No. 300086 allows Tenant to lease approximately 3,459 square feet of office space located at 12440 Imperial Highway, Suite 770, Norwalk, California 90650 (as more particularly described in the Lease, the "Premises").

C. WHEREAS, Landlord and Tenant desire to amend the Lease to extend the Term of the Lease and to otherwise modify the Lease as provided herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Lease Term. Commencing on December 1, 2025 (the "Extended Term Commencement Date"), following approval by the Board of Supervisors of this Amendment No. 1 and its full execution, the Lease is hereby extended for an additional period of eight (8) years (the "Extended Term"), so that the Extended Term shall commence December 1, 2025 and the new Lease "Termination Date" (as defined in the Lease) shall be November 30, 2033 (the "Termination Date"). Effective as of the date hereof, (i) any references in the Lease to "Term" shall be deemed to include the "Extended Term."

2. RENT. Commencing on the Extended Term Commencement Date, in addition to all other costs and expenses payable by Tenant pursuant to the Lease, Section 5.2(a) shall be amended and replaced as follows:

Base Rent in the Extended Term is subject to fixed three (3%) annual increases over the previous year's Base Rent as follows:

Months (Extended Term)	Monthly Base Rent
1-12	\$6,814.23
13-24	\$7,018.66
25-36	\$7,229.22
37-48	\$7,446.09
49-60	\$7,669.48
61-72	\$7,899.56
73-84	\$8,136.55
85-96	\$8,380.64



3. Improvements to the Premises. As consideration for Tenant entering into this Amendment No. 1, Landlord agrees to perform the following tenant improvement work at Landlord's sole cost:

- (i) Paint and install new carpet within the Premises upon the 60th month of occupancy or thereafter, per Tenant request, if there is no intent to vacate within 36 months of such request.
- (ii) Install combination lock for the main front door
- (iii) Replace all damaged ceiling tiles
- (iv) Replace or rearrange, as necessary to maintain best possible appearance, damaged carpet tiles throughout the leased Premises
- (v) Install carpeting in the enclosed office

4. Parking. Section 21.1 is hereby replaced in its entirety with the following:

Tenant shall have the right to the number of parking spaces set forth in Section 1.1 for the Term of this Lease. No tandem parking shall be required or allowed except as provided below, and Tenant shall be entitled to full in/out access privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees, and permittees of the Building. Tenant shall have the right to increase or decrease the number of reserved and/or unreserved parking subject to availability and 30 days written notice to the Landlord; provided, however, Landlord shall have the right to recapture any increase in parking should such parking be required for other tenancies. Landlord, at its sole expense, shall provide Tenant with 14 access card or key fobs for parking and building access. If additional access cards or key fobs are later required, lost, stolen, or replaced, Tenant shall pay ten dollars (\$10) per access card or key fob. Landlord shall deliver parking in compliance with code including ADA. Tenant may request in writing additional parking (Supplemental Parking), if available at a monthly cost of forty dollars (\$40) per parking space, however, Landlord shall have the right to recapture any Supplemental Parking should such parking be required for other tenancies.

Section 1.1(m) shall be amended and replaced as follows:

(m) Parking Spaces: (See Section 21)	14 unreserved spaces at a cost of \$20 per space/month, fixed for the terms of the Lease. In addition, 8 Supplemental Parking spaces at a cost of \$40.00 per month as set forth in Section 21.
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5. Early Termination Right. Notwithstanding anything to the contrary contained in the Lease, commencing on the Extended Term Commencement Date, Tenant shall have the right, exercisable in its sole discretion, to terminate the Lease after the 60th month following the Extended Term Commencement Date, by giving Landlord not less than one hundred twenty (120) days prior written notice, executed by Tenant's Chief Executive Officer, or his/her designee.



6. Brokers. Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Amendment No. 1 other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation.

7. Authority. Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Amendment No. 1, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Amendment No. 1 may be altered or deleted, nor may any new material terms be added to this Amendment No. 1, without the express written approval of the Board of Supervisors, either through an amendment to the Amendment No. 1 or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Amendment No. 1, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Amendment No. 1 including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Amendment No. 1, including without limitation, granting any approvals, terminating this Amendment No. 1 in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Amendment No. 1 Terms or subordinating this Amendment No. 1. Each individual executing this Amendment No. 1 on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 on behalf of Landlord, and that this Amendment No. 1 is binding upon Landlord in accordance with its terms.

8. Notices.

- (i) Landlord's address for notices in the Lease is hereby deleted and replaced with the following:

Sonnenblick Del Rio Norwalk LLC
12440 Imperial Highway,
Office of the Building, Suite 101
Norwalk, CA 90650

- (ii) Tenant's address for notices in the Lease is hereby deleted and replaced with the following:

County of Los Angeles
Chief Executive Office - Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Director of Real Estate

With a copy to:



County of Los Angeles
Office of the County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street, Suite 648
Los Angeles, CA 90012-2713
Attention: Property Division

9. Severability. If any provision of this Amendment No. 1 is determined by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the remaining provisions and any partially invalid or unenforceable provision to the extent valid and enforceable shall nevertheless be binding, valid and enforceable.

10. Further Assurances. Each of the parties hereto agrees to execute and deliver all such further documents and to take all such further actions as may be reasonably requested by the other party hereto to effectuate fully the terms and provisions of this Amendment No. 1, provided such documents or actions do not limit, reduce or impair the rights of the party upon whom such request is made.

11. Binding Effect. This Amendment No. 1 shall be binding upon and inure to the benefit of Landlord, its successors and assigns and Tenant and its permitted successors and assigns.

12. Warranty. Landlord and Tenant each warrant and represent to the other that the representing party is not aware of any present and outstanding violations, defaults or breaches of the Lease by the other party, and each representing party has no known claims or offsets of any kind or nature against the other party.

13. Effect of Amendment. Except to the extent set forth herein, the terms and provisions of the Lease shall remain unmodified and in full force and effect. In the event of conflict between the terms of the Lease and the terms of this Amendment No. 1, the terms of this Amendment No. 1 shall prevail.

14. Entire Agreement. This Amendment No. 1, together with the Lease, embodies the entire understanding between Landlord and Tenant with respect to its subject matter and can be changed only by an instrument in writing signed by Landlord and Tenant.

15. Defined Terms. Unless otherwise specifically defined in this Amendment No. 1, terms with initial capital letters in this Amendment No. 1 shall have the same meaning as such terms have in the Lease.

16. No Construction Against Party Drafting. Amendment No. 1. Landlord and Tenant acknowledge and agree that each of them, and their respective professional advisors, have reviewed this Amendment No. 1 and that the provisions of this Amendment No. 1 shall not be construed against either party. The rule of construction that ambiguities are to be construed against the party drafting the agreement shall not apply to the interpretation of this Amendment No. 1 and is waived.

17. Counterpart Execution. This Amendment No. 1 may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall constitute one instrument.



[signature page to follow]

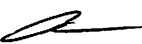
A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single word or a short phrase.

IN WITNESS WHEREOF, this Amendment No. 1 has been executed as of the Effective Date first above written.

LANDLORD:

SONNELBLICK DEL RIO NORWALK LLC,
a Delaware limited liability company

By: 
Nelson Del Rio
Its authorized signatory



TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By:  _____
Senior Deputy

